

EXHIBIT 1

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Unum Group; Unum Life Insurance Company of America; Dave Jones
as Commissioner of Insurance; and DOES 1-20, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Lisa M. Cadenasso

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, pueda perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Francisco Superior Court, 400 McAllister Street, San Francisco, CA
94102

CASE NUMBER
(Número del Caso):

CGC-13-534276

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Arnold R. Levinson, Pillsbury & Levinson, 600 Montgomery St., #31, San Francisco, CA 94111, 415/4338000

DATE:
(Fecha)

SEP 17 2013

CLERK OF THE COURT

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): UNUM LIFE INSURANCE COMPANY OF AMERICA

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

1 Arnold R. Levinson (State Bar No. 066583)
 Terrence J. Coleman (State Bar No. 172183)
 2 Ryan H. Opgenorth (State Bar No. 252273)
 PILLSBURY & LEVINSON, LLP
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SAN FRANCISCO COUNTY
 SUPERIOR COURT

13 SEP 17 AM 1:11

7 Attorneys for Plaintiff
 8 LISA M. CADENASSO

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

11
12 LISA M. CADENASSO,

13 Plaintiff,

14 v.

15 UNUM GROUP; UNUM LIFE INSURANCE
 COMPANY OF AMERICA; DAVE JONES
 16 AS COMMISSIONER OF INSURANCE; and
 DOES 1-20, inclusive,

17 Defendants.
18

Case No. CGC - 13 - 534276

) COMPLAINT FOR BREACH OF
) CONTRACT; BREACH OF THE
) COVENANT OF GOOD FAITH AND
) FAIR DEALING; and WRIT OF
) MANDAMUS

19 DEMAND FOR JURY TRIAL

20 Plaintiff alleges on information and belief as follows:

21 1. Defendants UNUM GROUP and UNUM LIFE INSURANCE COMPANY OF
 22 AMERICA ("UNUM LIFE") were and are business entities authorized to transact business in the
 23 State of California, including the marketing, sale and issuance of disability insurance.

24 2. UNUM LIFE is now wholly owned and operated by Defendant UNUM GROUP and
 25 has no employees. UNUM LIFE and UNUM GROUP are collectively referred to hereafter as the
 26 "UNUM Defendants." The UNUM Defendants, in concert and as joint venturers, handled and
 27 processed Plaintiff's claim for benefits as described below, and UNUM GROUP is the alter ego of
 28 UNUM LIFE. UNUM GROUP controlled, directed and/or supervised the activities of UNUM LIFE.

-1-

COMPLAINT FOR BREACH OF CONTRACT; BREACH OF THE COVENANT
OF GOOD FAITH AND FAIR DEALING; and WRIT OF MANDAMUS

Case No.

1 3. Defendant UNUM GROUP owns and/or operates a number of insurance companies,
2 including Defendant UNUM LIFE. None of the insurance companies employ their own employees.
3 Instead, the claims processes of all the insurance companies are consolidated into a claims operation
4 which is operated entirely by UNUM GROUP and by employees, all of whom are employed by
5 UNUM GROUP.

6 4. Claims employees and physicians are employed by UNUM GROUP and used among
7 all insurers which are part of the UNUM GROUP empire and are owned either directly or indirectly
8 by UNUM GROUP. Said physicians and employees are used to process claims for all such insurers
9 without distinction, and the methods employed to handle claims among all insurers are coordinated by
10 high level claims personnel and employed throughout the claims of all insurers under the UNUM
11 GROUP umbrella.

12 5. Correspondence regarding claims in general, and in connection with Plaintiff's claim,
13 contains the letterhead of UNUM GROUP, rather than the individual insurance company.

14 6. The methods and claims procedures, employees and consulting physicians are used in
15 the same manner throughout the entire UNUM GROUP claims process without any material
16 differences between insurers and are all supervised by the same high level UNUM GROUP claims
17 personnel.

18 7. Statistics are maintained and provided to high level UNUM GROUP claims personnel
19 for all of the insurers within the UNUM GROUP empire, compared with each other and used to
20 increase the profitability of the claims operation of each insurer at the expense of legitimate claims.

21 8. The Insurance Commissioners of all 50 states undertook an examination of the UNUM
22 Defendants' conduct on or about 2003 in light of repeated and reported claims abuses. As a result of
23 these investigations the UNUM Defendants were repeatedly advised of claims activities which
24 investigators believed were unfair, improper and abusive in connection with the UNUM Defendants'
25 obligations to handle claims.

26 9. Two settlement agreements were entered into by the UNUM Defendants, the Multi-
27 State Regulatory Settlement Agreement ("RSA") and the California Settlement Agreement ("CSA").
28 Both of these settlement agreements were extensively reviewed and approved at the highest level of

1 the UNUM Defendants and the UNUM Defendants were clearly made aware that their approach to
 2 claims handling was in substantial violation to their legal duties. In accordance with both of these
 3 agreements, the UNUM Defendants were to make specific and general modifications to their claims
 4 processes. The specific requirements were not meant to be exhaustive, but to be some of the minimal
 5 standards necessary to the fair evaluation of claims consistent with, *inter alia*, California law and
 6 generally accepted fair claims handling standards. These settlement agreements were intended, *inter*
 7 *alia*, as clear and unequivocal notice to the UNUM Defendants that they were required to handle all
 8 claims fairly and in good faith in all aspects.

9 10. In the CSA, UNUM GROUP and the companies within its empire agreed to change
 10 specific practices they knew to be unfair, harmful to insureds and violative of their insureds' rights,
 11 but had been employed by UNUM GROUP and its companies to support the denial of legitimate
 12 claims. In addition, as noted, these agreements served as clear and unequivocal notice to the UNUM
 13 Defendants that they were required to handle all claims fairly and in good faith in all aspects. The
 14 UNUM Defendants were expected to follow both the spirit and the letter of these agreements.

15 11. It was the responsibility of UNUM GROUP and its claims personnel to implement the
 16 changes agreed to under the CSA within and throughout UNUM GROUP and the insurers within its
 17 empire, including UNUM LIFE, including those changes demanded by both the letter and spirit of the
 18 agreements.

19 12. UNUM GROUP and its insurers paid lip service to these changes, but in reality has
 20 refused to make all of the changes it agreed to make and has continued to deliberately operate its
 21 claims department in a manner intended to create a basis to deny disability claims and to increase its
 22 profits at the expense of insureds by continuing to deny their legitimate claims. Many of the practices
 23 which UNUM GROUP and its insurers agreed not to employ were, in fact, employed to deny
 24 Plaintiff's claim. UNUM GROUP and its insurers have sought to interpret the agreements in the most
 25 limited fashion possible in order to avoid both the letter and spirit of the agreements and their
 26 obligation to handle claims fairly and in good faith.

27 13. In connection with Plaintiff's claims below, the UNUM Defendants have clearly
 28 violated obligations demanded both by the spirit and letter of these agreements, their own internal

1 policies and their clear and unequivocal knowledge of what is required for proper claims handling and
2 their good faith duties to their insureds.

3 14. Plaintiff is ignorant of the true names and capacities of the Defendants named herein as
4 Does 1 through 20, inclusive, and therefore sues these Defendants by said fictitious names. Plaintiff
5 will amend this Complaint to allege their true names and capacities when they have been ascertained.

6 15. At all material times herein, each Defendant was acting as individuals or as the agents
7 and employees of the remaining Defendants and in doing the things hereinafter alleged was acting
8 either individually or within the course and scope of said agency and with the permission and consent
9 of its principal. The acts and conduct alleged herein of each said Defendant were known to,
10 authorized by, and/or ratified by the other Defendants.

11 16. As a teacher for the Pajaro Valley Unified School District, Plaintiff was entitled to and
12 did enroll in a Group Long Term Disability Insurance Policy, issued by the UNUM Defendants to the
13 Pajaro Valley Unified School District, Policy No. 581152 001, referred to hereafter as "the Policy."
14 The Policy was solicited, applied for, and issued and delivered in California.

15 17. At all material times hereto, Plaintiff was insured under the Policy, which obligates
16 SUN LIFE to pay and provide monthly disability benefits in the event of a covered total and/or partial
17 disability.

18 18. The Policy purports to define "Disability" as follows:

19 "You are disabled when Unum determines that:

- 20 - you are **limited** from performing the **material and substantial duties**
- 21 of your **regular occupation** due to **sickness or injury**; and
- 22 - you have a 20% or more loss in your **indexed monthly earnings** due to
- 23 the same sickness or injury.

24 After 36 months of payments, you are disabled when Unum determines
25 that due to the same sickness or injury, you are unable to perform the
26 duties of any **gainful occupation** for which you are reasonably fitted
27 by education, training or experience."
28

1 19. At all material times herein, Plaintiff complied with all the material
2 provisions pertaining to the Policy. At all material times herein, the Policy was in full
3 force and effect.

4 20. As of on or about November 1, 2003, and while said Policy was in full force and
5 effect, Plaintiff became disabled as a result of, *inter alia*, kidney disease and renal failure and its
6 related symptoms, and Plaintiff accordingly became entitled to benefits. In or about October 2010,
7 after suffering for 7 years from chronic renal failure, Plaintiff underwent a kidney transplant.
8 Notwithstanding the transplant, Plaintiff suffered and continues to suffer from, *inter alia*, significant
9 cognitive impairment, including concentration problems, memory impairment, word finding
10 difficulty and impaired processing speed; neuropathy; and other debilitating side effects from the
11 powerful medications Plaintiff must take to prevent her body from rejecting the transplanted kidney.
12 Plaintiff has been and remains totally disabled.

13 21. Plaintiff provided notice of disability and claim to the UNUM Defendants and
14 submitted completed claim forms for benefits.

15 22. For nearly 8 years, the UNUM Defendants paid the monthly disability benefits to
16 which Plaintiff was entitled. But by letter dated September 23, 2011, the UNUM Defendants
17 wrongfully denied Plaintiff's claim for disability benefits despite the fact that Plaintiff was and
18 remains unable to perform the substantial and material duties of her own or any gainful occupation
19 with reasonable continuity in the usual and customary way and thereby remains entitled to such
20 benefits. In denying benefits, the UNUM Defendants claimed that Plaintiff's kidney function had
21 sufficiently improved to permit a return to work. Following the denial, Plaintiff's treating physicians
22 provided clear and overwhelming evidence that Plaintiff continued to be disabled from severe
23 complications, including polyneuropathy and pain, memory and concentration defects, polyuria and
24 headaches. The UNUM Defendants ignored this information, and they have denied any ongoing
25 liability for Plaintiff's claim and have refused and continues to refuse to pay Plaintiff's disability
26 benefits notwithstanding Plaintiff's continuing disability and entitlement to benefits under the Policy.
27 23. As a result of the actions of Defendants, and each of them, Plaintiff has been denied
28 disability benefits under the Policy to which she is entitled.

24. As a result of the actions of Defendants, and each of them, Plaintiff has suffered emotional distress and anxiety in an amount to be shown at trial.

25. As a further result of the actions of Defendants, and each of them, Plaintiff has been forced to engage the services of legal counsel for the purpose of obtaining her insurance benefits and has suffered other consequential loss.

26. At all material times herein, the UNUM Defendants and Does 1 through 10 have engaged in conduct that was oppressive, fraudulent and malicious within the meaning of Civil Code §3294, and said Defendants, and each of them, are liable for exemplary damages in an amount to be shown at trial, including treble punitive damages pursuant to Civil Code §3345. Plaintiff is disabled within the meaning of Civil Code §1761(g) and the UNUM Defendants and Does 1 through 10, and each of them, knew or should have known that its conduct was directed to a disabled person within the meaning of Civil Code §1761(g); Defendants' conduct caused Plaintiff to suffer loss of replacement income and assets essential to her health and welfare; and Plaintiff was substantially more vulnerable than other members of the public to Defendants' conduct due to poor health and disability and actually suffered substantial physical, emotional, or economic damage resulting from Defendants' conduct.

FIRST CAUSE OF ACTION

Breach of Contract
(against the UNUM Defendants and Does 1 through 10)

27. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. At all material times herein, Defendants, and each of them, issued disability insurance to Plaintiff as aforesaid.

29. Plaintiff has complied with all material conditions required under the terms of the Policy.

30. Plaintiff is disabled from her occupation and any other gainful occupation and Plaintiff is entitled to benefits under the aforementioned Policy. Defendants, and each of them, are estopped

1 from asserting and have waived all contractual provisions, if any, purporting to limit their obligations
2 to provide disability benefits.

3 31. At all material times herein, Defendants, and each of them, have failed and refused to
4 honor their Policy of insurance with Plaintiff and Defendants, and each of them, have refused to pay
5 benefits due under the Policy and are liable for breach of contract.

6 32. As a proximate result of Defendants' actions, Plaintiff has been damaged as set forth in
7 Paragraphs 23-25 above.

8 **SECOND CAUSE OF ACTION**

9 **Breach of the Covenant of Good Faith and Fair Dealing** 10 **(against the UNUM Defendants and Does 1 through 10)**

11 33. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 32 of this
12 Complaint as though fully set forth herein.

13 34. At all material times herein, Defendants, and each of them, owed Plaintiff a duty of
14 good faith and fair dealing with respect to the payment of her insurance benefits and covenanted that
15 they would do nothing to impair Plaintiff's rights to receive the benefits of the insurance Policy.

16 35. At all material times herein, Defendants, and each of them, violated their covenant of
17 good faith and fair dealing by, *inter alia*, the following:

18 A. Consciously and unreasonably failing to investigate or evaluate Plaintiff's claim
19 fairly or in good faith, but, on the other hand, utilizing the information available to it in a manner
20 calculated to provide it with a wrongful but plausible sounding justification to deny benefits;

21 B. Consciously and unreasonably setting out to create a plausible sounding basis
22 upon which to deny Plaintiff's claim and seeking to obtain information calculated to permit it to claim
23 that it had a plausible sounding basis upon which to deny Plaintiff's benefits;

24 C. Consciously and unreasonably failing to thoroughly and fairly investigate all
25 information reasonably available to it;

26 D. Consciously and unreasonably failing to investigate all bases upon which to pay
27 and honor Plaintiff's claim for benefits and consciously and unreasonably failing to investigate all
28 bases to support coverage;

1 E. Consciously and unreasonably delaying, refusing, and continuing to refuse to
2 pay Plaintiff benefits properly payable under the Policy and to deprive Plaintiff of her rightful benefits
3 with the knowledge that said delays and denials were and are wrongful and contrary to their
4 obligations under their Policy and the law;

5 F. Consciously and unreasonably failing to investigate Plaintiff's claim fairly and
6 in good faith and refusing to give Plaintiff's interests at least as much consideration as they gave their
7 own;

8 G. Consciously and unreasonably failing to adopt and implement reasonable or
9 proper standards applicable to the prompt and fair investigation of processing of Plaintiff's claim
10 under the Policy;

11 H. Consciously and unreasonably failing to attempt in good faith to effectuate a
12 prompt, fair and equitable settlement of Plaintiff's claim even though liability therefor was and is
13 reasonably clear;

14 I. Consciously and unreasonably refusing to pay Plaintiff's claim with the
15 knowledge that Plaintiff's claim is payable and with the intent of saving them money at Plaintiff's
16 expense;

17 J. Consciously and unreasonably adopting a position and interpretation of the
18 meaning of "Disability" under the Policy which it knew to be improper; and

19 K. Consciously and unreasonably interpreting information available to it in such a
20 way as would justify termination of benefits even though Defendants knew that such interpretation
21 was contrary to the facts and was wrongful.

22 36. Said conduct of Defendants, and each of them, included unfair or deceptive acts or
23 practices or unfair methods of competition as part of a pattern and practice of improper claims
24 administration. In particular, the UNUM Defendants violated and/or ignored many of the claims
25 practices required under the CSA and did so in order to achieve and/or maintain the denial of benefits.

26 37. As a proximate result of Defendants' actions, Plaintiff has been damaged as set forth in
27 Paragraphs 23 through 25 above. Further, Plaintiff seeks punitive damages from the Defendants, and
28 each of them, as set forth in Paragraph 26 above.

THIRD CAUSE OF ACTION

Writ of Mandamus
(against JONES as COMMISSIONER OF THE CALIFORNIA
DEPARTMENT OF INSURANCE and Does 11-20)

38. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 22 of this Complaint as though fully set forth herein.

39. The California Department of Insurance (hereinafter "DOI") is a governmental agency unit of the State of California, and operates independently under the control of an elected Insurance Commissioner (hereinafter "COMMISSIONER") pursuant to Insurance Code § 12906. The COMMISSIONER is presently DAVE JONES. The DOI is required by Insurance Code § 12905 to maintain their offices in San Francisco and the DOI and COMMISSIONER do so.

40. The COMMISSIONER must approve all disability insurance policies for sale, issuance or delivery in California pursuant to Insurance Code §§ 10270.9, 10290 and 10291.5. The COMMISSIONER is required to rigorously apply standards in order to "prevent, in respect to disability insurance, fraud, unfair trade practices and insurance economically unsound to the insured." § 10291.5(a)(1). Further, the COMMISSIONER is prohibited by law from approving any disability policy which is uncertain, ambiguous or likely to mislead a person to whom the policy is offered, delivered or issued. § 10291.5(b)(1).

41. The COMMISSIONER is also prohibited from approving any disability policy which fails to conform in any respect with any law of this state. § 10291.5(b)(13). This duty is mandatory, and operates independently of and / or in addition to § 10390's requirement that disability policies be construed to conform with the Insurance Code even if they include less favorable provisions.

42. Insurance Code § 12921 mandates that "The COMMISSIONER shall perform all duties imposed upon him by provisions of this Code and other laws regulating the business of insurance in this State, and shall enforce the execution of such provisions and laws." Section 12926 mandates that "The COMMISSIONER shall require from every insurer a full compliance with all provisions of [the Insurance] Code." Further, § 12940 provides that "The acts and orders of the COMMISSIONER are subject to such review, or other action by a court of competent jurisdiction, as is permitted or authorized by law."

1 43. On information and belief, Plaintiff alleges that the COMMISSIONER and the DOI
 2 approved the policy forms comprising the Policy under which Plaintiff was insured. Their approval of
 3 such forms violated their mandatory duties under California law as discussed, *supra*, and constituted
 4 an abuse of discretion. The forms failed to contain mandatory minimum requirements of the
 5 Insurance Code with respect to policy definitions of disability and contain "proof of claim" provisions
 6 that are at variance with and less favorable to their insureds than required by California law.

7 44. In particular, the Policy purports to condition payment of disability benefits without
 8 regard to whether the insured is able to perform the substantial and material duties of his own or other
 9 gainful occupation *with reasonable continuity and in the usual and customary way*. In determining
 10 disability under an own occupation analysis, California law requires insurers to take into consideration
 11 an insured's ability to work in his or her usual occupation with reasonable continuity in the usual and
 12 customary way. Likewise, in determining total disability under an any occupation analysis, California
 13 law requires insurers to take into consideration an insured's ability to work in any occupation for
 14 which she is reasonably fitted by education, training and experience with reasonable continuity and in
 15 the usual and customary way. The UNUM Defendants' Policy purports to allow them to omit any
 16 consideration as to the insured's ability to perform the occupation with reasonable continuity in the
 17 usual and customary way when determining whether an insured is totally disabled, and, when making
 18 its disability determination, the UNUM Defendants failed and refused to consider such factors. The
 19 subject Policy and forms therefore failed to comply with § 10291.5(b)(1) and (13), but the
 20 COMMISSIONER nevertheless approved such Policy and forms. Plaintiff learned for the first time
 21 that Defendants would in fact not give consideration to such factors upon the denial of her benefits in
 22 September of 2011.

23 45. The Policy further purports to contain a Proof of Claim provision, which the UNUM
 24 Defendants contend requires submission of contemporaneous treatment records in order for disability
 25 to be established and benefits to become payable. Such a provision allows an insurer to withhold all
 26 benefits to a plainly disabled insured, even where, as here, the disability is established by certifications
 27 and statements of disability by treating physicians and subsequent examinations and testing.
 28

1 Accordingly, the subject Policy failed to comply with California law, and in particular § 10291.5(b)(1)
2 and (13), but the COMMISSIONER nevertheless approved such Policy.

3 46. On information and belief, Plaintiff alleges that the COMMISSIONER and DOI have
4 failed to perform the duties imposed upon the COMMISSIONER to require compliance with the
5 California Insurance Code, including but not limited to §§790.03(h) and 10291.5, as well as the Fair
6 Claims Settlement Practices Regulations. The acts and omissions of the COMMISSIONER and DOI
7 have contributed to Defendants' ability to perpetuate the unlawful, fraudulent and other wrongful acts
8 alleged herein.

9 47. By this action, Plaintiff seeks, in addition to all other remedies sought herein, an order
10 from this Court mandating that the COMMISSIONER and DOI perform the duties imposed upon
11 them by law, as described hereinabove, and take corrective action as is reasonably necessary to
12 respond to the fraudulent and unlawful conduct of Defendants, including but not limited to, the
13 correction of Defendants' insurance policy forms to conform to California law. In particular, Plaintiff
14 seeks a writ of mandate compelling the COMMISSIONER to withdraw and/or revoke approval of the
15 Policy and forms, either entirely or insofar as their provisions violate § 10291.5(b)(1) and (13) as
16 described above.

17 WHEREFORE, Plaintiff prays as follows:

18 AS TO THE FIRST AND SECOND CAUSES OF ACTION

- 19 1. For damages according to proof;
- 20 2. For general damages according to proof;
- 21 3. For exemplary damages according to proof;
- 22 4. For attorneys' fees and costs as sued herein; and
- 23 5. For such other and further relief as the Court may find appropriate.

24 AS TO THE THIRD CAUSE OF ACTION

- 25 6. A Writ mandating that the COMMISSIONER and DOI perform the duties imposed
26 upon them by law, including corrective action with respect to the subject Policy and policy forms at
27 issue herein, and in particular, a writ of mandate compelling the COMMISSIONER to withdraw
28

1 and/or revoke approval of the Policy and forms, either entirely or insofar as their provisions violate §
2 10291.5(b)(1) and (13).

3 7. For such other and further relief as the Court may find appropriate.

4 **JURY TRIAL IS HEREBY DEMANDED**

5
6 Dated: September 17, 2013

PILLSBURY & LEVINSON, LLP

7
8 By: 

9 Arnold R. Levinson
10 Terrence J. Coleman
11 Ryan H. Opgenorth
12 Attorneys for Plaintiff
13 LISA M. CADENASSO
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arnold R. Levinson 066583 Pillsbury & Levinson LLP 600 Montgomery St., 31st Fl., San Francisco, CA 94111 TELEPHONE NO: 415/433-8000 FAX NO: 415/433-4816		FOR COURT USE ONLY SAN FRANCISCO COUNTY SUPERIOR COURT <div style="font-size: 1.5em; font-weight: bold;">13 SEP 17 AM 1:11</div>
ATTORNEY FOR (Name): Plaintiff, Lisa M. Cadenasso SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		
CASE NAME: Lisa M. Cadenasso v. Unum Group, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation: <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
CASE NUMBER: CGC-13-534276 JUDGE: DEPT:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **Three (3)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **September 17, 2013**

Terrence J. Coleman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)**CIVIL CASE COVER SHEET**Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.CalCourtForms.com www.courtinfo.ca.gov



CORPORATION SERVICE COMPANY®

Notice of Service of Process

KG3 / ALL
Transmittal Number: 11619073
Date Processed: 09/19/2013

Primary Contact: Jen Majic
UNUM Group
1 Fountain Square
Chattanooga, TN 37402

Copy of transmittal only provided to: Janna Mullin-Erickson

Entity:	Unum Life Insurance Company Of America Entity ID Number 2979591
Entity Served:	Unum Life Insurance Company of America
Title of Action:	Lisa M. Cadenasso vs. Unum Group
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	San Francisco County Superior Court, California
Case/Reference No:	CGC-13-534276
Jurisdiction Served:	California
Date Served on CSC:	09/18/2013
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Arnold R. Levinson 415-433-8000

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

CASE NUMBER: CGC-13-534276 LISA M. CADENASSO VS. UNUM GROUP et al

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: FEB-19-2014

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION; THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



Superior Court of California, County of San Francisco

Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR Information package on each defendant along with the complaint. (CRC 3.221(c))

WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or www.sfbar.org/adr for more information.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103, San Francisco, CA 94102
415-551-3876

Or, visit the court ADR website at www.sfsuperiorcourt.org

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

1) EARLY SETTLEMENT CONFERENCES

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP): This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

Operation: The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit www.sfbar.org/esp.

(B) COURT SETTLEMENT CONFERENCE: Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO, in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

Operation: A mediator provides at no cost one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit www.sfbay.org/mediation.

(B) PRIVATE MEDIATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

(A) JUDICIAL ARBITRATION: When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

Operation: Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

Cost: There is no cost to the parties for judicial arbitration.

(B) PRIVATE ARBITRATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)	FOR COURT USE ONLY
TELEPHONE NO.:	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	DEPARTMENT 610

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- ☐ Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. www.sfbat.org/esp
- ☐ Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. www.sfbat.org/mediation
- ☐ Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. www.sfsuperiorcourt.org
- ☐ Other ADR process (describe) _____

2) The parties agree that the ADR Process shall be completed by (date): _____

3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating

Name of Party Stipulating

Name of Party or Attorney Executing Stipulation

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: _____

Dated: _____

☐ Additional signature(s) attached

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address). TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
CASE MANAGEMENT STATEMENT (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	
CASE NUMBER: _____	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted jointly by parties (names):
2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date):
 - b. ☐ The cross-complaint, if any, was filed on (date):
3. Service (to be answered by plaintiffs and cross-complainants only)
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. Description of case
 - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request ☐ a jury trial ☐ a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

- a. ☐ The trial has been set for (date):
 b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

- a. ☐ days (specify number):
 b. ☐ hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number:
 e. E-mail address:
 f. Fax number:
 g. Party represented:
☐ Additional representation is described in Attachment 8.

9. Preference

☐ This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

- a. ADR information package. Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. Referral to judicial arbitration or civil action mediation (if available).

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER:	CASE NUMBER: CM-110
DEFENDANT/RESPONDENT:	

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (specify):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

☐ Additional cases are described in Attachment 13a.

- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (name party):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):

16. Discovery

- a. ☐ The party or parties have completed all discovery.

- b. ☐ The following discovery will be completed by the date specified (describe all anticipated discovery):

Party

Description

Date

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

CM-110

PLAINTIFF/PETITIONER: _____	CASE NUMBER: _____
DEFENDANT/RESPONDENT: _____	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (If checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other Issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.